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Los Angeles Superior Court

JUN 19 2009

John A. Clarke, Executive Officer/Clerk

By E. C. Villa, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ACCESS FOR ALL, a California non-  
profit corporation,

Plaintiff,

vs.

LISETTE ACKERBERG TRUST,  
a Trust, LISETTE ACKERBERG,  
individually and as Trustee of the  
LISETTE ACKERBERG TRUST, and  
DOES 1-10, Inclusive,

Defendants.

Case No. BC405058

**[PROPOSED] JUDGMENT  
PURSUANT TO STIPULATION**

Action Filed: January 5, 2009

Assigned for all Purposes to:  
The Honorable Rolf M. Treu  
Department 58

Pursuant to written the Settlement Agreement and Stipulation for Entry of  
Judgment ("Stipulation"), filed concurrently herewith and heretobefore executed by  
Plaintiff Access for All and Defendants Lisette Ackenberg Living Trust, dated January  
14, 1998 ("Trust"), and Lisette Ackenberg, individually and as Trustee of the Trust  
(collectively, "Ackenberg"), and approved as to form by counsel of record for all parties,  
said Stipulation having been executed by the parties hereto for the purpose of  
compromising and settling this action, and good cause appearing therefore from the  
Stipulation filed and recitals stated therein,

Judgment Pursuant to Stipulation

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1 This Court has jurisdiction over the parties hereto and the subject matter  
hereof, specifically an action brought under the enforcement provisions of the California  
Coastal Act, Pub. Resources Code sections 30803, 30820(a) and (b), and for other relief.

2. This Judgment pursuant to Stipulation is a full settlement of all causes of  
action stated in the complaint.

3. None of the provisions of this Judgment Pursuant to Stipulation shall  
constitute evidence or an admission of liability on the part of Ackenberg.

4. Judgment is entered in favor of Plaintiff Access for All and against  
Defendant Ackenberg as follows:

(a) Within ten (10) days of the entry of judgment, Ackenberg shall pay, or  
cause to be paid, to Access for All the amount of ten thousand five hundred dollars  
(\$10,500.00) to reimburse Access for All for its attorneys' fees and costs in connection in  
this action. The payment shall be made payable to "ACCESS FOR ALL," and shall be  
made by delivery of a certified check to counsel for Access for All.

(b) Within five (5) days after the entry of judgment, Access for All shall file an  
action in the Los Angeles Superior Court against the County of Los Angeles, the Malibu  
Outrigger Homeowners Association, and the owners of the land underlying the County's  
dedicated accessway for declaratory and injunctive relief, trespass, nuisance, and such  
other causes of action as may be appropriate to enforce the County's dedicated accessway  
("County Action").

(1) Access for All shall be represented in the County Action by the  
following counsel: Richards, Watson & Gershon ("RW&G"), Diane R. Abbitt, and  
David J. Weinsoff and J. Timothy Nardell. Ackenberg shall have the right to substitute  
new counsel for RW&G and/or Diane R. Abbitt, and Access for All shall have the right  
to substitute new counsel for David J. Weinsoff and/or J. Timothy Nardell. RW&G, or  
counsel substituted for RW&G, shall serve as lead counsel in all matters relating to the  
County Action, except that David J. Weinsoff, or counsel substituted for David J.

1 Weinsoff, shall serve as lead counsel for all matters related to publicity, which shall be  
2 consistent with the terms of this Agreement and the position of Access for All in the  
3 County Action. Access for All shall actively prosecute the County Action to and  
4 including the entry of a final judgment in that action, including any and all settlement  
5 discussions and proceedings in the trial and California appellate courts.

6 (2) Ackerberg shall fund all attorneys' fees and court costs incurred by  
7 Access for All in the County Action according to the terms agreed to by the Parties in a  
8 separate written reimbursement agreement.

9 (3) In the event Access for All is the prevailing party in the County  
10 Action, Access for All shall file a motion to recover all attorneys' fees and court costs  
11 incurred, including but not limited to attorneys' fees pursuant to Code of Civil Procedure  
12 section 1021.5, which monies shall be used to reimburse Ackerberg for funds used to pay  
13 attorneys' fees.

14 (c) If Access for All is successful in obtaining a settlement or final judgment  
15 in the County Action that results in removal of the encroachments within, and the  
16 opening of, the County's dedicated accessway, Ackerberg shall fund, or cause to be  
17 funded, the improvement and opening of the County's dedicated accessway, provided  
18 such funding is not otherwise made available by the County of Los Angeles, the Malibu  
19 Outrigger Homeowners Association, or the owners of the land underlying the County's  
20 dedicated accessway.

21 (d) If Access for All is successful in obtaining a settlement or final judgment in  
22 the County Action that results in removal of the encroachments within, and the opening  
23 of, the County's dedicated accessway, the parties further agree that:

24 (1) Within twenty (20) days from the date of settlement or final  
25 judgment, if required, Access for All will apply for a coastal development permit to  
26 improve and open the County's dedicated accessway and, upon receipt of the coastal  
27 development, will improve and open the accessway with the funding provided under  
28 Paragraph 4(c), above.

1 (2) Within twenty (20) days after the County's dedicated accessway is  
2 improved and opened, Access for All and Ackerberg will jointly apply to the Coastal  
3 Commission to amend CDP No. 5-84-754 to terminate or extinguish the Ackerberg  
4 easement.

5 (3) At the time of the opening of the County's dedicated accessway,  
6 Ackerberg shall pay, or cause to be paid to Access for All, the sum of one hundred and  
7 twenty-five thousand dollars (\$125,000.00). This private funding will be used to provide  
8 five (5) years of support for maintenance and management of the County accessway.

9 (4) Pursuant to a written agreement to be entered into between  
10 Ackerberg and the State Coastal Conservancy, Ackerberg shall pay, or cause to be paid,  
11 the sum of one hundred and twenty-five thousand dollars (\$125,000.00) to be deposited  
12 in such account as the State Coastal Conservancy deems appropriate to be used as  
13 follows: (1) through inter-agency agreement or otherwise, to provide funding and  
14 assistance to the Coastal Commission for public access and enforcement, or (2) if the  
15 Coastal Commission does not wish to accept the funds, to provide funding to Access for  
16 All for the maintenance and management of the County accessway, ensuring that Access  
17 for All has a full ten (10) years of support for the management and maintenance of the  
18 County's dedicated accessway.

19 (e) If Access for All is not successful in obtaining a settlement or final  
20 judgment in the County Action that results in removal of the encroachments within, and  
21 the opening of, the County's dedicated accessway, or if lead counsel determines that the  
22 County Action should be voluntarily dismissed, within twenty (20) days of the  
23 settlement, entry of final judgment or voluntary dismissal:

24 (1) The Parties shall jointly apply to the Coastal Commission to amend  
25 CDP No. 5-84-754 to improve the Ackerberg easement and to modify the approved  
26 "Public Vertical Access Easement Management Plan" ("Management Plan"), dated July  
27 28, 2003, to include security measures acceptable to Ackerberg. All improvements to the  
28 Ackerberg easement not required by the Management Plan shall be funded by

1 Ackerberg. Said application shall include, but not be limited to, the following:

2 (i) A design for a movable, lightweight, metal (stainless steel or  
3 an equivalent material) ramp with non-slip surface and stainless steel handrails on each  
4 side which shall provide a transition from the concrete slab to the sandy beach at times  
5 when the existing rock revetment impedes access to the beach. The movable ramp shall  
6 be designed and constructed in a manner that it may be secured and locked into place or  
7 removed and placed into storage. The ramp shall be designed by a civil engineer in  
8 consultation with Access for All and shall be adequate to provide for safe pedestrian  
9 access from the seaward edge of the concrete slab/walkway to the sandy beach whenever  
10 the sand level is lower than the top elevation of the rock revetment and in a manner that  
11 will accommodate any future changes in beach profile/sand level elevations over time,  
12 and shall be ADA compliant.

13 (ii) A site plan identifying the removal and/or relocation of all  
14 improvements within the easement area that will result in direct obstacles to public  
15 access.

16 (iii) Security improvements, including, but not limited to, a  
17 security wall consistent in height with the existing wall, a sunrise opening and sunset  
18 closing gate located at the entrance to the Ackerberg easement on Pacific Coast Highway  
19 which shall include a timed mechanism for automatically unlocking and locking and an  
20 alarm system, and security lighting, consistent with the requirements of the City of  
21 Malibu LCP, that permit public access on the Ackerberg easement while ensuring the  
22 privacy and security of the Ackerberg Property.

23 (iv) A notation that except as otherwise permitted, the  
24 applicant/landowner shall in no way obstruct or prevent the use of the Ackerberg  
25 easement.

26 (2) Unless the Executive Director of the Coastal Commission grants  
27 additional time for good cause, within ninety (90) days of the issuance of the Coastal  
28 Development Permit Amendment by the Commission, Ackerberg shall remove and/or

1 relocate all physical improvements within the easement area that result in direct obstacles  
2 to public access.

3 (3) Access for All shall install the concrete slab and movable ramp.  
4 Use, operation, and maintenance of the ramp will be at the sole discretion and control of  
5 Access for All.

6 5. The obligations in this Judgment shall bind and inure to the benefit of the  
7 principals, agents, representatives, transferees, successors and assigns of the Parties  
8 hereto. A copy of this judgment shall be recorded to give all interested parties notice of  
9 the obligations herein that are placed on the owner of the Ackenberg property at 22466  
10 Pacific Coast Highway, Malibu, California.

11 6. The Court finds that the settlement and this Judgment thereon are in the  
12 interests of justice and provide for an orderly resolution of the Coastal Act violation  
13 alleged in the Complaint filed and for enforcement and maintenance of the Ackenberg  
14 easement, while permitting the parties a reasonable opportunity to pursue improvement  
15 and opening of the County's dedicated accessway and thereafter termination of the  
16 Ackenberg easement.

17 7. Plaintiff and Defendants have waived findings of fact, conclusions of law, a  
18 statement of decision, and any and all rights of appeal from this Judgment.

19 8. Except as provided in paragraph 4(a), above, each party shall bear its own  
20 attorneys' fees and court costs in this action.

21 9. Jurisdiction is retained by the Court for the purpose of enabling any party to  
22 the Judgment to apply to the Court at any time pursuant to Code of Civil Procedure  
23 sections 128(4) or 664.6 for such further orders or directions as may be necessary and  
24 appropriate for the construction of or the carrying out of this Judgment, for the  
25 modification of any provisions hereof, for the enforcement of compliance herewith, or the  
26 punishment of violations hereof.

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The Clerk is ordered to enter this judgment.

DATED: This 19 day of June \_\_, 2009.

ROLF M. TREU

JUDGE OF THE SUPERIOR COURT

INNA RICHARDS | WATSON | GERSHON  
ATTORNEYS AT LAW - A PROFESSIONAL CORPORATION